

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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Docket # 7:23-CV-07905

EQUITABLE FINANCIAL LIFE INSURANCE
COMPANY

Plaintiffs,

**ANSWER TO
CROSSCLAIMS**

-against-

ALYSHA TRIANTAFILLOU, ALYSHA
TRIANAFILLOU AS ADMINISTRATRIX OF THE
ESTATE OF IOANNIS TRIANTAFILLOU, TAMMY
THANOS, CHRISTINA STEFANOPOULOS

Defendants.

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Cross-Claim Defendants, ALYSHA TRIANTAFILLOU, ALYSHA TRIANTAFILLOU AS ADMINISTRATRIX OF THE ESTATE OF IOANNIS TRIANTAFILLOU (“Cross-Claim Defendant” or “Triantafilou”) by and through their counsel, Alexander Kadochnikov, Esq. of Shiryak, Bowman, Anderson, Gill & Kadochnikov, LLP, answers separately numbered paragraphs in the Answer to TAMMY THANOS (“Thanos”) cross-claim (“Thanos Cross-Claim”) containing affirmative defenses as follows:

1. Triantafilou denies the information or knowledge to either admit or deny Paragraph 45 of the Thanos Cross-Claim.
2. Triantafilou denies the information or knowledge to either admit or deny Paragraph 46 of the Thanos Cross-Claim.
3. Triantafilou admits the allegations contained in Paragraph 47 of the Thanos Cross-Claim.
4. Triantafilou admits the allegations contained in Paragraph 48 of the Thanos Cross-Claim.
5. Triantafilou denies the information or knowledge to either admit or deny Paragraph 49 of the Thanos Cross-Claim.
6. Triantafilou denies the information or knowledge to either admit or deny Paragraph 50 of the Thanos Cross-Claim.

7. Triantafilou denies the information or knowledge to either admit or deny Paragraph 51 of the Thanos Cross-Claim.
8. Triantafilou denies the information or knowledge to either admit or deny Paragraph 52 of the Thanos Cross-Claim.
9. Triantafilou denies the information or knowledge to either admit or deny Paragraph 53 of the Thanos Cross-Claim.
10. Triantafilou denies the information or knowledge to either admit or deny Paragraph 54 of the Thanos Cross-Claim.
11. Triantafilou denies the information or knowledge to either admit or deny Paragraph 55 of the Thanos Cross-Claim.
12. Triantafilou admits the allegations contained in Paragraph 56 of the Thanos Cross-Claim.
13. Triantafilou denies the information or knowledge to either admit or deny Paragraph 57 of the Thanos Cross-Claim.
14. Triantafilou denies the information or knowledge to either admit or deny Paragraph 58 of the Thanos Cross-Claim.
15. Triantafilou admits the allegations contained in Paragraph 59 of the Thanos Cross-Claim.
16. Triantafilou admits the allegations contained in Paragraph 60 of the Thanos Cross-Claim.
17. Triantafilou denies the information or knowledge to either admit or deny Paragraph 61 of the Thanos Cross-Claim.
18. Triantafilou admits the allegations contained in Paragraph 61 of the Thanos Cross-Claim.

RESPONSE TO THANOS FIRST CAUSE OF ACTION

19. Allegations contained in Paragraphs 63 thorough 68 inclusive are not alleged against Triantafilou, therefore no answer is required.

RESPONSE TO THANOS FIRST CAUSE OF ACTION

- 20. No response is required to Paragraph 69 of Thanos Cross-Claim.
- 21. Triantafilou denies the allegation contained in Paragraph 70 of Thanos Cross-Claim.
- 22. Triantafilou denies the allegation contained in Paragraph 71 of Thanos Cross-Claim.
- 23. Triantafilou denies the allegation contained in Paragraph 72 of Thanos Cross-Claim.
- 24. Triantafilou denies the allegation contained in Paragraph 73 of Thanos Cross-Claim.

FIRST AFFIRMATIVE DEFENSE

- 25. Thanos's claims are barred because it has breached its duty of good faith and fair dealing.

SECOND AFFIRMATIVE DEFENSE

- 26. All of Thanos's claims are barred by the doctrine of unclean hands as Thanos has committed a wrongdoing, and this lawsuit is attempting to benefit from her wrongdoing.

FOURTH AFFIRMATIVE DEFENSE

- 27. Thanos's causes of action are barred, in whole or in part, because Triantafilou did not damage Thanos in the sum or manner alleged, or in any sum or manner at all.

FIFTH AFFIRMATIVE DEFENSE

- 28. Thanos's claims are barred due to failure to perform and/or failure of essential purpose.

SIXTH AFFIRMATIVE DEFENSE

- 29. Thanos's claims are barred, in whole or in part, insofar as Defendant's alleged actions or omissions were not the proximate cause of any alleged injury, loss, and/or damages incurred by the Thanos.

SEVENTH AFFIRMATIVE DEFENSE

30. Thanos's claims are barred, in whole or in part, for its failure to mitigate its alleged damages.

EIGHTH AFFIRMATIVE DEFENSE

31. Thanos's claims are barred, in whole or in part, due to fraud.

NINTH AFFIRMATIVE DEFENSE

32. Thanos's causes of action are barred, in whole or in part, because Triantafilou has, at all relevant times, acted in good faith.

TENTH AFFIRMATIVE DEFENSE

33. Thanos's causes of action are barred, in whole or in part, because the payment of the requested damages would result in unjust enrichment to Thanos.

ELEVENTH AFFIRMATIVE DEFENSE

34. Thanos's claims are barred and/or void as against public policy.

TWELFTH AFFIRMATIVE DEFENSE

35. Thanos's claims are barred in whole or in part by estoppel/waiver

THIRTEENTH AFFIRMATIVE DEFENSE

36. Thanos's claims are barred in whole or in part by statute of limitations.

FOURTEENTH AFFIRMATIVE DEFENSE

37. Thanos's claims are barred in whole or in part by the doctrine of laches

PRAYER FOR RELIEF

WHEREFORE, Triantafilous demands judgment declaring it to be the rightful beneficiary of the one hundred (100%) of the proceeds of the death benefit of the Policy, and any accrued interest.

Dated: December 11, 2023
Kew Gardens, NY

/s/ Kadochnikov

Alexander Kadochnikov, Esq.
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Gill & Kadochnikov, LLP
Attorney for the Defendant/Cross-Claimants
Alysha Triantafillou, Alysha Triantafillou as
Administratrix of the Estate of Ioannis Triantafillou

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